

HOUSEKEEPING PROPOSALS FROM IBEW
2/17/10

U→C
2/18/10

2.2 It is agreed that position reductions, which result in lay-off of employees in the bargaining unit, constitute a significant impact on bargaining unit employees.

5.3.3 Last sentence is "This shall apply to employee who are represented by the IBEW" Since this Agreement is only with IBEW is this redundant?

5.7 Last paragraph-looking for a definition of extenuating circumstances and how the ~~480~~²⁴⁰ hour cap is relevant.

6.6 A possible violation of FLSA- "...shall be compensated at the rate of time and one-half (1-1/2) The employee's hourly rate, except when such excess hours result from a change in such employee's workweek or shift of from the requirement that such employee fulfill his/her workweek requirement." We are asking to strike the bold and underlined part of the paragraph.

Underlined should be deleted as the FLSA says there has to be an agreement before the City can impose comp time rather than pay. The question is whether this a permissible exception.

10.1.2 An illegal provision. See IBEW vs. City of Gridley (1983) 34 Cal 3d 19, 193 Cal (Rptr 518). We're Asking to strike 10.1.2

12.7.3 Define whether the City believes that the Union or the City has to take the other to arbitration Before they can go to PERB over an Unfair Labor Practice? The question is if this is an impermissible waiver of statutory rights?

18.1.2 Do married individuals have to show proof of marriage? If not this section may be illegal. Requiring domestic partners to register may be in violation of state law if all people aren't required to register.

28.2.1 Discuss whether eight 9's and one 8 is in compliance with FLSA requirements.

25.12 ^{26.1} Shouldn't the sentence read not more than 12 months or not less than 6 months?

5.2.1

7.7.1

9.4

12.6